

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
GALVESTON DIVISION**

IN RE:

JAMISON DYER

Debtor

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**Case No. 24-80163-G-13
Chapter 13**

**DEBTOR'S APPLICATION TO EMPLOY TEXAS COASTAL REALTY, LLC
AS LEASING AGENT**

THIS MOTION SEEKS AN ORDER THAT MAY ADVERSELY AFFECT YOU. IF YOU OPPOSE THE MOTION, YOU SHOULD IMMEDIATELY CONTACT THE MOVING PARTY TO RESOLVE THE DISPUTE. IF YOU AND THE MOVING PARTY CANNOT AGREE, YOU MUST FILE A RESPONSE AND SEND A COPY TO THE MOVING PARTY. YOU MUST FILE AND SERVE YOUR RESPONSE WITHIN 21 DAYS OF THE DATE THIS WAS SERVED ON YOU. YOUR RESPONSE MUST STATE WHY THE MOTION SHOULD NOT BE GRANTED. IF YOU DO NOT FILE A TIMELY RESPONSE, THE RELIEF MAY BE GRANTED WITHOUT FURTHER NOTICE TO YOU. IF YOU OPPOSE THE MOTION AND HAVE NOT REACHED AN AGREEMENT, YOU MUST ATTEND THE HEARING. UNLESS THE PARTIES AGREE OTHERWISE, THE COURT MAY CONSIDER EVIDENCE AT THE HEARING AND MAY DECIDE THE MOTION AT THE HEARING.

REPRESENTED PARTIES SHOULD ACT THROUGH THEIR ATTORNEYS.

TO THE HONORABLE UNITED STATES BANKRUPTCY JUDGE:

Jamison Dyer ("Debtor"), hereby files this application to employ Texas Coastal Realty, LLC (Lic. No. 580892) (hereinafter "Texas Coastal Realty") as his leasing agent, and respectfully represents as follows:

1. Debtor filed a voluntary chapter 13 petition for relief on May 31, 2024.
2. The case is pending before the United States Bankruptcy Court for the Southern District of Texas, Galveston Division.

3. Debtor desires to employ Texas Coastal Realty to act as his leasing agent relating to the real property located at 4126 Avenue Q 1/2, Galveston, Texas 77550 (the “Property”).
4. The business address for Texas Coastal Realty is 801 E Beach Dr., Galveston, Texas 77550, Phone: (713) 335-9580, and Email: alex@tcr.us.com.
5. The professional services to be rendered on behalf of the Debtor by Texas Coastal Realty includes the listing for lease and renting the Property. The listing by Texas Coastal Realty is an exclusive listing agreement.
6. The Debtor has agreed to compensate Texas Coastal Realty pursuant to the Residential Real Estate Listing Agreement Exclusive Right to Lease (the “Agreements”) attached hereto and incorporated herein as **Exhibit A**.
7. The Agreement provides that, upon certain events as set forth in the Agreement, the Debtor will pay to Texas Coastal Realty 100% of one full month’s rent to be paid under the lease. Other contingency compensations apply upon new tenancies, renewals, and other occurrences.
8. The Agreement provides for the active listing and marketing of the Property from January 1, 2025 through July 1, 2025.
9. The source of the payments to Texas Coastal Realty are projected to be from the Debtor. The Debtor will only pay Texas Coastal Realty upon a successful leasing of the Property and upon new tenancies, renewal, or other occurrences as set forth in the Agreement. (See Exhibit A).
10. To the best of Debtor’s knowledge, neither Texas Coastal Realty nor any person associated with Texas Coastal Realty has any connection with the Debtor other than the representation sought herein, Debtor’s creditors, or any other parties in interest, or the attorneys for such creditors or other parties in interest, the United States Trustee, or any person employed in the office of the United States Trustee.

11. To the best of Debtor's knowledge, neither Texas Coastal Realty nor any person associated with Texas Coastal Realty holds or represents any interest adverse to Debtor's estate in the matter on which Texas Coastal Realty is to be engaged by Debtor. The Debtor believes that Texas Coastal Realty is a "disinterested person" within the meaning of §101(14) of the Bankruptcy Code. See the Unsworn Declaration of Alexander Nagler under §327 and Rule 2014 attached hereto and incorporated herein as **Exhibit B**.

12. Such employment is necessary and in the best interest of Debtor and the estate.

13. Debtor believes that the terms of the Agreement are fair, reasonable, and standard for the area.

14. No previous application for the relief requested herein has been made to this or any other Court.

WHEREFORE, PREMISES CONSIDERED, Debtor respectfully prays that this Court enter an order (i) authorizing the Debtor to employ Texas Coastal Realty as its leasing agent for the leasing of the Property retroactively to January 1, 2025; (ii) authorizing the Debtor to compensate Texas Coastal Realty as set forth in the Agreement; and (iii) granting Debtor such and further relief, in equity or at law, to which Debtor shows himself justly entitled.

Dated: January 8, 2025

Respectfully submitted,

/s/ Reese Baker

Reese Baker

Texas Bar No. 01587700

Sonya Kapp

TX Bar No. 11095395

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ATTORNEYS FOR DEBTOR

CERTIFICATE OF SERVICE

I certify that on or about January 8, 2025, I caused a copy of the foregoing document to be served by the Electronic Case Filing System for the United States Bankruptcy Court for the Southern District of Texas including the United States Trustee.

/s/ Reese W. Baker

Reese W. Baker